

SYDNEY TOWN HALL

TERMS AND CONDITIONS OF HIRE & ADDITIONAL SERVICES & CHARGES

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TERMS AND CONDITIONS OF HIRE

The City of Sydney ("the City") agrees with the Hirer to the hire and use of the Venue referred to in Schedule One for the purpose indicated on the date or dates and at the times shown on the conditions set out below.

1.01 Venue Hiring Charges

The Hirer will pay to the City the amounts set out in Schedule One for the hire of the Venue. The Hirer is aware of the amounts of all hiring fees and charges for other services and facilities associated with the use of the Venue.

1.02 Deposit

The Hirer will within 14 days of making a tentative booking, pay as a deposit 25% of the total amount payable (10% as Booking Fee and 15% as Hiring Fee), which will be applied as set out in Clause 1.09. If the deposit is not received by this date, the City may cancel the tentative booking and hire the venue to another Hirer.

1.03 Balance

A) Venue Hire Invoice

The venue hire balance must be made at least 8 weeks prior to the start date of the event.

B) Pre-Event Invoice

The pre-event balance for additional items must be made 2 weeks prior to the start date of the event.

If the payment in full is not received by these dates, the City may cancel the booking and hire the venue to another client.

1.04 Changes to Requirements

Any changes requested by the Hirer within 72 hours before the hiring, may incur an additional fee as specified in the schedule of additional services and charges. The City may require this fee be paid prior to event commencement.

1.05 Bond

The City may require a Security Bond. The Security Bond will be refunded if the Venue is left in a satisfactory condition. If any additional charges (e.g. cleaning or repairs) are incurred either before, during or after the event, these costs will be deducted by the City from the Security Bond.

1.06 Damages

The Hirer must not damage the Venue, or any equipment or facilities provided by the City. If damage is caused, then the City may deduct the cost of repairs, and any loss of income during the repair period, from the Security Bond. If the amounts involved are greater than the Security Bond, then the City may recover any shortfall from the Hirer as a debt due and owing.

1.07 Insurance

The Hirer must provide a Certificate of Currency for \$10 million public liability insurance with an insurer acceptable to the City, and **note the City of Sydney as an interested party**. Please note the insured party name on the Certificate of Currency must be identical to the name on the booking contract.

1.08 Late Conclusion

If an event finishes after the time specified in the Schedule, the Hirer must pay to the Council the hourly rate of the night session plus thirty per cent (30%). Also must pay Council the hourly event rate or bump out rate as per the Hirers contract.

If any additional personnel have been booked for the event, additional charges will also apply.

1.09 Cancellations

A. Cancellation by Client

The 25% confirmation deposit is made up of two elements – a 10% Booking Fee and 15% Hiring Fee. If the Hirer cancels the booking more than 90 days prior to event commencement, the City will retain the 25% Deposit as a cancellation fee.

Should a confirmed event cancel within 90 days prior to event commencement, the full room hire amount as specified in Schedule 1 is payable.

The 15% Hiring Fee will be refunded to the Hirer but only if another party books the Venue for the same period as the cancelled booking. The 10% Booking Fee will be retained to cover administration costs in any event.

B. Cancellation by Council

The City may at any time before the function, cancel the hire of the Venue by giving written notice of such cancellation to the Hirer. If the City cancels the hire pursuant to this clause 1.09B, all monies paid will be returned to the Hirer. The City is not liable to the Hirer for any loss or damage suffered by the Hirer as a result of such cancellation.

C. Termination for Breach

If, at any time, the Hirer is in breach of a material term of these conditions, the City may, in the City's absolute discretion cancel the hire of the Venue by giving written notice of such cancellation to the Hirer. Should the hire of the venue be cancelled pursuant to this clause 1.09C, the full room hire amount specified in Schedule 1 shall be payable by the Hirer.

D. Force Majeure

If the Hirer is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement, then this shall not affect the operation of the terms of this Agreement and the risk of frustration is to be borne by the Hirer.

The term "force majeure" means an act of God, a strike, lockout, act of public enemy, civil commotion, war, blockade, riot, state of emergency, lightning, fire, storm, flood, washout, explosion, Government restraint, or any form of Governmental intervention (including where the event arises as a result of action taken by the Corporation as the relevant statutory authority) and any other cause which is not within the control of the party alleging it.

1.10 Access to the venue

The City retains the right to control the Venue including all means of ingress and egress, and over the timing of opening and closing of doors and the admission of the public (including the right to refuse admission to any person or persons).

1.11 Site Inspections

During load in, rehearsal and load out period of an event, site inspections may be conducted by a member of our Venue Management unit. Any objections must be notified in writing up to 4 weeks prior to the event.

1.12 Room Capacities

Maximum number of persons permitted in Sydney Town Hall venues.

	THEATRE	RECEPTION	BANQUET
Centennial Hall Galleries	612	N/A	N/A
Centennial Hall Ground Floor	1396	1500	800
Lower Town Hall	800	1000	450
Vestibule	200	250	N/A
Marconi Terrace	N/A	350	N/A

The City reserves the right to decrease venue capacity pending the nature and scope of particular events. The Hirer must not issue tickets for more than these maximum numbers.

1.13 Tickets

The issue of all tickets of admission are subject to the direction of the City.

Ticketing Agencies:

The Hirer must ensure that the City approves any proposed event floor plan before it is made available for public sale via ticketing agencies (including private agencies Ticketek or Ticketmaster). Without prejudice to any other rights under this agreement, the City will instruct both the Hirer and the relevant ticketing agency to stop selling tickets if floor plans were not approved by the City, in which case ticket sales must not resume until such time as a floor plan has been approved by the City.

The Hirer must authorise ticketing agencies to make available to the City, whenever requested by the City, information regarding ticket sales. The Hirer must ensure that the City receives regular reports regarding ticket sales. The reports must be submitted to the City on a weekly basis from ticket sale commencement. The City reserves the right to liaise with ticketing agencies directly to obtain this information. Breach by the Hirer or its agents of the requirements of this clause will entitle the City to cancel the booking pursuant to clause 1.09C.

1.14 House Seats

The Hirer will reserve from sale (at no charge) seats FF and GG 33 to 40 inclusive (16 in total) in the Southern Gallery. The City will advise the Hirer by 2.30pm on the day prior to the performance if the seats are required, or returned to the Hirer for sale.

1.15 Box Office

The Hirer must open the box office for ticket sales and collections a minimum of one hour before each event.

1.16a Front of House Staffing

A number of Front of House personnel including 1 x Security guard, ushers and supervisors are included in the venue hire fee.

The number of prescribed personnel required for an event at Sydney Town Hall is based on the type of event and the physical spaces used within the building. Additional staffing charges apply for Front of House services when events are fully ticketed (Reserved Seating as opposed to General Admission), or when event requirements exceed the normal operations of the venue.

Hirers are not permitted to independently appoint ushers or security personnel, and all arrangements must be made through Venue Management. For further information about staffing procedures or to obtain a quote for your event, please contact Venue Management.

Please note, security staffing for liquor related or crowd control issues is a separate matter and should be discussed with Venue Management prior to confirming your event.

Centennial Hall Reserved Seats

Seventy-five per cent (75%) or more capacity (1500) seats:	15 ushers
Less than seventy-five per cent (75%) capacity:	1 usher per 130 tickets issued

Centennial Hall General Admission

Unreserved Seating throughout Centennial Hall:	4 ushers
Centennial Hall Galleries (if used)	2 ushers

Two ushers must be positioned on the Northern and Southern Galleries for the duration of any event that uses the upper level of the Centennial Hall.

Lower Town Hall

Ushers may be required for theatre style events in the Lower Town Hall. Number of ushers required will be discussed at your production meeting and will be dependent on the style of your event and patron numbers. The cost of ushers are not included in the venue hire of the Lower Town Hall and will be an on cost to the hirer.

1.16b Crowd Control for Events

Minimum Number

The Hirer must provide security approved by the City at the Hirer's cost. Minimum crowd control staffing numbers required by the City are listed below:

Less than 200 guests	1
201 – 400 guests	2
401 – 600 guests	3
600 guests or more	4

1.17 Copyright

The Hirer must not infringe or allow others to infringe any copyright, performing right or other protected right involved in any performance or use of the venue.

The Hirer must obtain from the Australian Performing Rights Association Limited or any other appropriate person or organisation all licences or other approvals as required for the performance of any works to be performed.

1.18 Photography, Broadcasting and Television Recording

The Hirer must inform the City in writing of any intention to photograph, broadcast, televise or record any activity within the Sydney Town Hall.

The Hirer must pay all fees and costs resulting from such activities, and must include in any photography, television or broadcast such material and information that may be required by the Council.

The City may take photographs, recordings, and footage of the event or exhibition for the City purposes (including promotional, marketing, archival purposes and annual reports).

1.19 Additional Facilities, Equipment and Services

The City may allow the Hirer to use additional equipment and services not provided by the City. Any facilities, equipment and services must be operated and maintained in accordance with any written or verbal direction given by the City officers from time to time.

1.20 Additions or Alterations

The Hirer will not, unless approved by the City in writing, make any addition or alterations to the structure, facilities, goods, equipment or decoration of the venue.

1.21 Departure from Venue

The Hirer shall leave the venue, its facilities and equipment in a clean, safe and proper condition as at the commencement of the hiring, to the satisfaction of the City, and will remove all goods and equipment brought in by the Hirer in accordance with any direction of the City. The City shall not have any liability in respect of loss of or damage caused to goods left in the venue.

1.22 No Smoking, Candles, Flammable Liquids or Substances

Smoking is not permitted within the venue. The Hirer must not bring into or use in, or permit to be brought into or used in, the venue or any other part of the building any flame (including candles), explosive, fuel, flammable liquid or substance or helium balloons.

1.23 Catering

Any refreshments sold or distributed must be supplied by the Sydney Town Hall caterer nominated by the City.

1.24 Advertising and Signage

The hirer must comply with Council's standards of Signage and Promotion. Details of these standards are outlined under the Sydney Town Hall Venue Specifications – Signage and Promotion.

1.25 Presentation Standards

The City may require the Hirer to remove any material (including cartons, boxes, and hand written signs and display materials) which is detrimental to the Venue's presentation standards. The Hirer must comply immediately with any such request.

1.26 Venue Officers

Uniformed Venue Officers of the City may be present at every function.

1.27 Right of Entry

The City's authorised staff may enter and inspect the Venue or any part of it at any time. The Hirer must not obstruct them or any member of the police force, fire brigade, ambulance service or any other emergency service, from entering the Venue.

1.28 Lost Property

Only staff of the City may enter, examine and search the Venue for lost property after the termination of the hire. Any property on being found will be registered and disposed of in accordance with the City guidelines. All lost and found items at Sydney Town Hall and will be held for up to 4 weeks in a secure storage area. Property not claimed within four weeks by the owner will be disposed of.

For any lost property enquiries, please call our Venue Management team on 9265 9282.

1.29 Regulations

The Hirer must comply with all legal requirements relating to the use of premises and/or the conduct of performances or functions.

1.30 Use of Dangerous Goods

The Hirer must not bring or permit others to bring any dangerous goods or weapons into Sydney Town Hall, without the express written consent of the City.

1.31 Hirer's Employees and Agents

All persons engaged or employed by the Hirer in connection with the Venue hiring must comply with the provisions of

this Agreement, and the Hirer agrees to accept responsibility for any failure on the part of his or her agents, employees and contractors to observe and comply with these provisions. The Hirer must ensure that all agents, employees and contractors are familiar with the requirements of any applicable occupational health and safety legislation.

All Hirers and their agents, employees and contractors must comply with the City's Work Health & Safety policy while on the City's premises.

A copy of the WHS policy can be obtained from the City's website: www.cityofsydney.nsw.gov.au. A copy can also be provided by Venue Management.

1.32 Prohibition of Assignment

This Agreement is personal. The Hirer cannot transfer, assign, sub-let or sub-hire his or her rights under this agreement.

1.33 Indemnity

The Hirer will indemnify and keep the City indemnified for and against all damages, action, suits, claims, costs and demands, which may be made or recovered against the City by any person whatsoever in respect of any loss, injury (including death) or damage sustained whilst in or upon the City's premises except to the extent that such loss, injury or damage is caused by the negligence of the City, its servants and agents.

1.34 Waiver

The provisions of this Agreement can only be varied or waived in writing.

1.35 Interest

The City may require the Hirer to pay interest on all monies outstanding to the City for any period in excess of thirty (30) days after the same becomes due for payment, at the interest rate determined by the City to be payable on overdue rates.

1.36 Price Rise

The Hirer acknowledges that all charges have been calculated in accordance with the fees for the **financial year**. If the venue is booked for an event after 30 June, the amount payable for that function may be increased by the City to reflect the current changes and prices at the time of the function.

1.37 Serving of Notices

Any notice will be given to the parties at the address set out in Schedule One.

1.38 Surcharges

A 25% surcharge is applicable for each hire period on Sundays and all Public Holidays.

1.39 Retail Sale Events at Sydney Town Hall

Events with the principle activity of retailing merchandise in the venue are restricted to a maximum hire of nine sale days per booking and to a maximum of two bookings per Hirer (and related Hirers) per financial year.

ADDENDUM - COVID19

1.40 Public Health Orders

This clause applies in priority to any other clause in this Agreement. In this clause 1.40, “**Public Health Order**” means an order made by the Minister for Health and Medical Research under section 7 of the Public Health Act 2010 (NSW), as amended, updated, replaced or superseded.

A. Cancellation

If either party cancels a confirmed event because a Public Health Order means it is not possible for a party to proceed with the event under the terms and conditions of the agreed venue hire booking then:

- i) clause 1.09 of this Agreement will not apply;
- ii) if the Hirer wishes to postpone its event to a later date, any deposit already paid by the Hirer will be applied to the later booking; and
- iii) if the Hirer cancels the event and does not postpone to a later date, any deposit already paid by the Hirer will be refunded to the Hirer.

This clause 1.40A only applies to cancellations due to a Public Health Order that are made within 90 days of the Hirers event, up to and including one full business day before the date of the event.

This clause 1.40A is not applicable to events booked outside of 90 days who wish to cancel due to a Public Health Order.

The Hirer agrees that the City is not otherwise liable for any other costs, liabilities, expenses or claims of the Hirer in connection with the cancellation of the hire of the Venue and the event

B. Postponement

Where the Hirer is eligible to postpone their event, they must propose an alternate date for their event within 14 days of the cancellation as set out in the above clause.

The proposed new date for the event must be within 12 months of the original confirmed event date and are subject to availability.

The rate applicable to the proposed new date will be subject to the rate determined for the period under the City's Covid Fee Waiver Guideline & Procedure or the City's standard fees and charges, whichever is valid at the time.

Previously confirmed venue hire rates are not guaranteed to be transferred to proposed alternative dates.

C. Fee Waiver

If, due to the operation of a Public Health Order, the event is able to proceed but at a reduced capacity, following the event the Hirer may apply to the City for a fee waiver to the venue hiring charges under the City's COVID-19 category of fee waiver established in accordance with its Operational Plan.

The fee waiver will be calculated and applied in accordance with the the Venue Management's Covid-19 Fee Waiver Guidelines & Procedure.

The calculation of the fee waiver shall be calculated as follows:

- i) The fee waiver is calculated in accordance with any Covid-19 public health order requirement restricting the maximum number of people allowed at a premise that is in force at the time of the venue hire booking/event.
- ii) The Hirer will be charged the % of the venue hire in line with the maximum number of permissible attendees as a % of usual capacity for that event.
- iii) Events are charged at the expected full capacity of the venue for the period during which the event is booked.
- iv) For ease of calculation all percentages are rounded to the nearest full number.

The Hirer:

- i) acknowledges and agrees that this fee waiver is a fair and reasonable reduction to the venue hiring charges that are otherwise payable under this Agreement; and
- ii) agrees that the City is not otherwise liable for any other costs, liabilities, expenses or claims of the Hirer in connection with the hire of the Venue and the event.